

BIDDERS CHECKLIST

- ___ Review Plans and Specifications and visit site
- ___ Attend Pre-Bid Meeting
- ___ Include Unit price for each Bid Item
- ___ Extensions done correctly for each Bid Item
- ___ Total contract price, include taxes where applicable
- ___ Fill in amount of bid deposit (bond)
- ___ Check that bid deposit is at least 5% of total bid.
- ___ Date Proposal
- ___ Print name and address of Bidder
- ___ Proposal signed by authorized agent
- ___ Proposal Signature notarized by Notary Public
- ___ Acknowledge Addendum(a) (if any)
- ___ Non-Collusion Affidavit signed and notarized
- ___ Check appropriate box on List of Subcontractors
- ___ List Subcontractors
- ___ List of Subcontractors form is signed by authorized agent
- ___ Attach bid bond or bid bond deposit
- ___ Minority and Women's Business Enterprises form
- ___ Statement of No Bid form
- ___ Submit bids by required date and time

**CITY OF BELLINGHAM
NOTICE TO BIDDERS**

INVITATION NUMBER
Must appear on the sealed bid envelope

Sealed proposals for the construction of the Holly Street Landfill / Whatcom Creek Restoration Project, will be received by the City of Bellingham, 2221 Pacific Street, Bellingham, Washington, 98226 at the Purchasing Office until _____, at _____, and thereafter will be publicly opened and read.

The improvement consists of: The excavation and disposal of approximately 9,000 cy of earth and refuse; import and placement of about 8,000 tons of various capping materials; construction of a boardwalk; landscape features; and related elements. The proposed project is located in the City of Bellingham, Whatcom County, Washington, in the Whatcom Creek estuary in Bellingham's Old Town district, Township 38 North, Range 3 East, Section 30. This Project will transform the current Whatcom Creek Estuary setting that includes chemical contamination issues, limited habitat complexity, and steep banks into a restored estuary with improved fish habitats and public access. This transformation will occur through the completion of three project elements:

1) Landfill Cleanup and Source Control, 2) Shoreline Habitat Restoration, and 3) Integrated Public Access Boardwalk and Viewpoints.

Price Range: \$1,000,000 – 1,500,000.

Plans, specifications, special provisions, basis to be used in comparing bids, proposal and contract can be seen at the Purchasing Office, 2221 Pacific Street, Bellingham, Washington, phone (360) 676-6870. Copies can be obtained upon receipt of _____ dollars for each set of plans and specifications. This amount is not refundable.

A Pre-bid meeting will be held on _____ at _____. Prospective bidders are urged to attend.

All proposals must be on regular blank forms and must be accompanied by a certified check, cashier's check, cash, money order, or bid bond payable to the Finance Director in an amount equal to or exceeding five percent (5%) of the total bid. No other form of bid security is acceptable. A one hundred percent (100%) contract surety bond will be required.

The right is reserved to postpone making the award for a reasonable length of time, to reject any and all bids, or to waive irregularities not affecting substantial rights.

Published: _____

TERMS AND CONDITIONS

The General Conditions of this bid are the Standard Specifications for Road, Bridge and Municipal Construction, 2004 Edition, issued by the State of Washington and the APWA, modified as follows:

- 1) Whenever the terms "Washington State Transportation Commission", "State Department of Transportation", or variations of it are used in the Standard Specifications, they shall be construed to mean "City of Bellingham" or "Owner".
- 2) Where references are made to the "State Treasurer", the term shall be construed to mean the City's "Finance Director".
- 3) Where the term "Secretary of Transportation" or "District Administrator" are used, the terms shall be construed to mean the duly authorized representative of the City.
- 4) Bid documents include the Advertisement to Bid; Terms and Conditions; the Proposal form; and the proposed contract documents including any Addenda issued prior to receipt of bids.
- 5) Addenda are written or graphic instructions issued prior to the receipt of bids in accordance with Article 6 of the Terms and Conditions, which modify or interpret the bidding documents, including Drawings and Specifications, by additions, deletions, clarification, or corrections. Addenda will become part of the Contract Documents when the Construction Contract is executed.
- 6) Bidders are requested to review this invitation carefully, without delay, for defects and questionable or objectionable matter. Questions, objections, or comments should be made in writing and received by the issuing office no later than five working days prior to bid opening, so that any necessary amendments may be published and distributed to bidders to prevent the opening of a defective bid. Bidders' protests based upon any omission, or errors, or the content of the Invitation to Bid will be disallowed if not made known prior to the bid opening. Any interpretation or correction will be issued, with Owner's approval as an Addendum. Only a written interpretation or correction by Addendum shall be binding. No Bidder shall rely upon any interpretation or correction given by any other method. Any

changes to the original bid specifications will be made in writing, in the form of a bid addendum, issued by the Purchasing Office.

Protest Procedure:

Any protest must be made in writing, signed by the protestor or the protestor's authorized agent, and filed with the City's Purchasing Superintendent, 2221 Pacific Street, Bellingham, WA 98229, with a copy to the City Attorney, 210 Lottie Street, Bellingham, WA 98225. The protest shall contain all of the following information:

- The protestor's name, address, and phone/facsimile number
- The bid/rfp number and bid/rfp project name
- A detailed description of the specific factual and legal ground(s) for the protest, including all exhibits referenced by the protestor
- The specific relief requested

Protests based upon the specifications or other terms contained in the bid/rfp documents shall be submitted not later than ten calendar days prior to the scheduled bid/rfp opening. All other protests shall be submitted no later than five calendar days after the protestor knows or should have known of the facts or circumstances upon which the protest is based. However, in no event will a protest be considered if all bids/rfps are rejected or after the bid/rfp is awarded, unless otherwise required by law.

Failure to comply with these procedures shall render a protest untimely or inadequate and, consequently, may result in the City rejecting the protest solely on this basis.

- 7) Each Bidder represents that his bid is based upon the material and equipment described in the bidding documents.
- 8) During the bidding period, no substitutions will be considered unless written request has been submitted to the City for approval at least five working days prior to the date for receipt of bids. Each such request shall include a complete description of the proposed substitute; the name of the material or equipment for which it is to be substituted; drawings, cuts, performance, and test data; and any other data or information necessary for complete evaluation.

- 9) If the Owner approves any proposed substitution, such approval will be set forth in an Addendum.
- 10) All Contractors' labor and materials bonds shall be approved as to form and as to sufficiency of sureties by the City Attorney.
- 11) The City reserves the right to reject any and all bids, to waive minor deviations from the specifications, or to waive any informality in bids received, whenever such rejection or waiver is in the best interest of the City. Among other things, a bid may be rejected when:
- a) the bidder is in arrears on taxes or other claims due the City
 - b) the bidder is not in a position to perform the contract
 - c) the bid is not signed
 - d) the bidder fails to furnish bid bonds or surety deposits, plans, specifications, samples, etc., when such were specifically called for in the Invitation to Bid
 - e) the bidder has failed to use the proposal form attached
 - f) the bidder makes a material change in the specifications, terms or conditions of the Invitation to Bid
 - g) the bid contains a material alteration or erasure which is not initialed by the signer of the bid
 - h) any other reason determined to be in the best interest of the City
- 12) After the award of the Contract, but at least five days prior to commencing the work, the City may require the Contractor to submit the following information:
- a) A satisfactory statement of costs for each major item of work included in the bid which will be used as the basis for payment applications.
 - b) A designation of the amount and type of work to be performed by the Contractor's own forces.
 - c) A list of names of the subcontractors or other persons or organizations proposed for such portions of the work and an estimated employment profile of such subcontractor's forces. Subcontractors, employees, and other persons and organizations proposed by the Contractor and accepted by the Owner must be used on the work for which they were proposed and accepted and shall not be changed without the City's written approval.

- 13) Please return these plans and specifications in good order as soon as possible from the bid opening date to the address specified in the Bid Advertisement Form.
- 14) Unless otherwise stated in the bid specifications, questions concerning the bid process should be addressed to the following: City of Bellingham, Purchasing Division, 2221 Pacific Street, Bellingham Washington, 98229 (360) 676-6870.
- 15) It is the vendor's responsibility to deliver the document to the proper address by the assigned time. The City accepts no responsibility for misdirected or lost documents prior to the City actually receiving the bid documents.
- 16) The successful bidder will be required to obtain a Bellingham City Business Registration Certificate and pay business and occupation taxes. For additional information, check with the Finance Department, (360) 676-6900.
- 17) The vendor shall hold and save the City, its officers, agents, and employees, harmless from liability of any nature or kind, including costs and expenses, for or on account of any or all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of performance of this contract, unless such suits or damages arise from negligence on the part of the City or its employees in the performance of their assigned duties. The City shall not be liable for any costs incurred by the bidder in bid preparation.
- 18) In case of default by the vendor, for whatever reasons, the City of Bellingham may procure the material or services from other sources and hold the bidder responsible for any excess cost occasioned thereby.
- 19) In the event of damage to City property in the performance of a contract, the primary vendor will be held responsible and reimburse the City to the extent of damage.
- 20) Prevailing wage rates can be obtained from our WEBSITE at <http://www.cob.org/bid> or the Washington State Department of Labor and Industries WEBSITE at <http://www.lni.wa.gov/prevailingwage>. Bidders may request hard copies of the current prevailing wage rates from the City of Bellingham Purchasing Office.

- 21) Attached is a sample of a Public Works Contract. The successful bidder will be required to enter into such an agreement with the City.
- 22) The Contractor is responsible for all costs to secure parking meter hoods and the parking space costs. Contact the City of Bellingham Parking Services at (360) 676-6706 for additional information.
- 23) The plan holder's list is the way in which the City will notify bidders of changes in the bid specifications. All changes to bid specifications will be issued by the Purchasing Office. It is the plan holder's responsibility to check the web site or call the Purchasing Office to verify they have received all addenda.

PROPOSAL

To the Bellingham City Council:

The undersigned bidder declares that he has carefully examined the Plans, Specifications, and Special Provisions for the construction of the **The Holly Street Landfill / Whatcom Creek Restoration Project** project, that he has made an examination of the site of the proposed work, and has made such investigations as are necessary to determine the conditions to be encountered, and that if this proposal is accepted, he will contract with the City of Bellingham, Washington, in the form of contract hereto annexed, will to the extent of his bid provide the necessary machinery, tools, apparatus, and other means of construction, will furnish all materials and labor as specified in the manner herein specified and according to the requirements of the Engineer.

The bidder agrees that he will complete all work as required between July 15, 2004 and _____, 2005. The bidder further agrees that he will pay liquidated damages as fixed in the contract for delay in completion.

No Washington State Sales Tax will be paid by the City of Bellingham on Street related items of work. The Contractor is liable for Use Tax payable to the State for materials used on the job. Sales Tax will be paid by the City on Water and Sewer related items of work.

Accompanying this Proposal is cash, certified check or bid bond for the sum of _____ Dollars (\$_____) payable to the City Finance Director, this being the amount not less than five percent (5%) of the total bid based upon the above price according to the conditions of the Notice to Bidders and Special Provisions. If this bid shall be accepted by the City of Bellingham, and the undersigned shall fail to execute a satisfactory contract and bond, as stated in contract attached, then the City may, at its option, determine that the undersigned has abandoned the contract and thereupon this contract shall be null and void, and the security accompanying this proposal shall be forfeited to the City of Bellingham. Otherwise, the security accompanying this proposal shall be returned to the undersigned.

Dated this _____ day of _____, 2004.

Submitted by:

Name of Bidder: _____

Address of Bidder: _____

Phone: _____ Fax: _____

Signature of Authorized Agent: _____

Print Name: _____

Contractor UBI Number: _____

STATE OF WASHINGTON }
COUNTY OF }

I **CERTIFY** that I know or have satisfactory evidence that _____,
signed this instrument, on oath stated that he was authorized to execute the instrument and
acknowledged it as the _____ of _____
to be the free and voluntary act of such party for the uses and purposes mentioned in the
instrument.

DATED

(Seal or Stamp)

SIGNATURE OF NOTARY PUBLIC

PRINTED NAME

Notary Public
TITLE

MY APPOINTMENT EXPIRES

ADDENDUM ACKNOWLEDGEMENT

<u>Addendum No.</u>	<u>Date</u>	<u>Signature</u>
1	_____	_____
2	_____	_____
3	_____	_____
4	_____	_____
5	_____	_____
6	_____	_____

NON-COLLUSION AFFIDAVIT

STATE OF WASHINGTON }
COUNTY OF }

_____, being first duly sworn, on his oath says that the bid herewith submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and he further says that the said bidder has not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said bidder has not in any manner sought by collusion to secure to himself an advantage over any other bidder or bidders.

Name:

Title:

STATE OF WASHINGTON }
COUNTY OF }

I CERTIFY that I know or have satisfactory evidence that _____ signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED

(Seal or Stamp)

SIGNATURE OF NOTARY PUBLIC

PRINTED NAME

Notary Public
TITLE

MY APPOINTMENT EXPIRES

LIST OF SUBCONTRACTORS

Project Name: The Holly Street Landfill / Whatcom Creek Restoration Project

The prime contract bidder shall submit a list of subcontractors for work required by the Contract Documents in the following circumstances. Failure to comply with the requirements contained herein may render the bidder's bid non-responsive and, therefore, void.

- When the total bid amount is more than \$100,000 AND a subcontractor's work will exceed ten percent (10%) of the total bid amount. Only list each individual subcontractor that has more than ten percent (10%) of the work.
- On projects expected to be at \$1 million or more, the prime contract bidder must submit with their proposal a list of subcontractors that will contract directly with the prime contract bidder for heating, ventilation, air conditioning, plumbing and/or electrical work. The prime contract bidder shall not list more than one subcontractor for each category of work identified unless subcontractors vary with alternates, in which case the prime contract bidder must indicate which subcontractor will be used for which alternate. Failure to submit the subcontractors list as part of the proposal (including naming the work the bidder will do) or naming two or more subcontractors to perform the same work shall render the bidder's proposal non-responsive and, therefore, void. (RCW 39.30.060)

- ☐ The following list of subcontractors is provided because the total bid amount is more than \$100,000 AND each listed subcontractor's work is more than ten percent (10%) of the total bid amount.
- ☐ The following list of subcontractors is provided because the project is expected to be \$1,000,000 or more. (RCW 39.30.060)
- ☐ A list of subcontractors is not provided because the requirements listed in this section do not apply to this bid.

Subcontractor

Work to be Performed

The undersigned certifies that the above information is true and correct.

By: _____

(Print Name)

Date: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we _____
_____, as Principal, and _____
_____, as Surety, are held and firmly bound unto the CITY OF
BELLINGHAM as Obligee, in the penal sum of _____
Dollars, for the payment of which the Principal and the Surety bind themselves, their heirs,
executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of the obligation is such that if the Obligee shall make any award to the Principal
of _____

according to the terms of the proposal or bid made by the Principal therefor, and the Principal
shall duly make and enter into a contract with the Obligee in accordance with the terms of said
proposal or bid and award and shall give bond for the faithful performance thereof, with Surety
or Sureties approved by the Obligee; or if the Principal shall, in case of failure so to do, pay and
forfeit to the Obligee the penal amount of the deposit specified in the call for bid, then this
obligation shall be null and void; otherwise it shall be and remain in full force and effect and the
surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the
amount of this bond.

SIGNED, SEALED and DATED this _____ day of _____, 2004.

Principal

Surety

_____, 2004

BID BOND DEPOSIT

Attached is a deposit in the form of a certified check, cashier's check, or cash in the amount of \$_____, which is not less than five percent (5%) of the total bid.

The condition of this obligation is that if the City of Bellingham (hereafter called the City) shall make an award to the Principal for

The Holly Street Landfill / Whatcom Creek Restoration Project

(title of Project)

according to bid or proposal made by the Principal, and the Principal enters into a contract with the City in accordance therewith and provides the City with a bond for the faithful performance thereof, with Surety or Sureties approved by the City, the attached Bid Bond Deposit shall be returned to the Principal. Alternatively, if the Principal, after submitting a bid for the above named project, is awarded the Contract and fails to provide a performance bond acceptable to the City, Principal shall forfeit to the City the penal amount of the Bid Deposit.

SIGNED, SEALED and **DATED** this _____ day of _____, 2004.

Principal (Signature)

Company Name

Address

City/State

**MINORITY AND WOMEN'S BUSINESS ENTERPRISES
INFORMATION**

The City of Bellingham is required to ensure all MWBE businesses are given the opportunity to participate in the City bid process and to report information on bids awarded to MWBE's.

Completion of this form is voluntary.

To be classified as a MWBE you must be certified through the **Washington State Office of Minority and Women's Business Enterprises**.

Bid Number: _____ Bid Name: _____

Vendor Name: _____

City, State, Zip: _____

Washington State Business License Number: _____

Signature: _____

**CITY OF BELLINGHAM, WASHINGTON
STATEMENT OF NO BID**

Receipt of this completed form will assist us in soliciting for future bids/proposals. If your company is not submitting a bid/proposal, please complete and submit this form prior to the closing date and time as shown on the bid document.

Mail form to: **City of Bellingham**
 Attn: Purchasing Office
 2221 Pacific Street
 Bellingham, WA 98229

Bid Title: _____

Bid Number: _____

We, the undersigned, have declined to submit a bid/proposal in response to the above Bid for the following reasons:

- ☐ We do not offer this product or service.
- ☐ Specifications too "tight" i.e. geared toward one brand or supplier.
- ☐ Specifications are not sufficiently defined (explain below).
- ☐ Unable to meet specifications.
- ☐ Insufficient time to respond to bid.
- ☐ Schedule would not permit us to perform.
- ☐ Unable to meet bond requirements.
- ☐ Unable to meet insurance requirements.
- ☐ Quantity too large.
- ☐ Quantity too small.
- ☐ Agreements with distributors/dealers do not permit us to sell directly.
- ☐ Cannot submit a response because of marketing and/or franchising policies of the manufacturing company.
- ☐ Do not wish to bid under the terms and conditions of the bid/proposal. (Explain below)
- ☐ Remove us from City's bidder list for this product/service.
- ☐ Other reason (explain below)

COMPANY NAME: _____

SIGNATURE: _____

NAME: _____

TITLE: _____ DATE: _____

TELEPHONE: _____

CITY OF BELLINGHAM, WASHINGTON
PUBLIC WORKS CONSTRUCTION CONTRACT

The CITY OF BELLINGHAM, a first-class municipal corporation of the State of Washington, located at 210 Lottie Street, Bellingham, Washington, 98225 (hereinafter the "City"), and _____ (hereinafter the "Contractor"), in consideration of the mutual covenants contained herein, do hereby agree as follows:

I. Work to be Performed: The Contractor, in consideration of the covenants, agreements and payments to be made by the City, hereby agrees to furnish all labor, tools, materials, equipment, and supplies required for and to execute, construct and finish, in full compliance with the plans and specifications, **The Holly Street Landfill / Whatcom Creek Restoration Project**.

II. Components: This contract consists of the following component parts, all incorporated herein as if fully set forth:

1. The Notice to Bidders and the Contractor's Proposal
2. The General Special Provisions and Special Provisions
3. The Standard Specifications for Road, Bridge, and Municipal Construction, 2004 Edition
4. The Plans
5. Any addenda issued prior to bid opening.

III. Time for Performance: It is agreed that the work covered by this contract shall be completed in all particulars by the time set forth in the proposal.

IV. Liquidated Damages: It is agreed that the City will suffer damage and be put to additional expense in the event that the Contractor shall not have the specified portions of the work completed in all its parts within the time specified, and as it may be difficult to accurately compute the amount of such damage, the Contractor hereby expressly covenants and agrees to pay the City the sum set out in Section 1-08.9 of the Standard Specifications as liquidated damages for each and every day (Sundays and legal holidays excepted) of delay in completion of the work beyond the date fixed. It is agreed that such amount shall be deducted from progress or final payments to the Contractor.

V. Monthly Payments: Progress estimates may be made representing value of the work done prior to the end of each month subject to a deduction of lawful retainage to be withheld until completion of the work. A final estimate shall be prepared upon completion of the work, satisfaction of test requirements and fulfillment of this contract. All taxes, including applicable State Sales Taxes, are deemed included in the Contractor's invoices.

VI. Insurance and Bond: Contractor agrees to provide Certificates of Insurance, and a Contract Bond in the form made a part of the contract documents. The City and its officials and employees shall be named as additional insureds on all liability insurance policies.

VII. Responsible Officers:

A. The City's project officer for this project, referred to as the "Project Engineer" in the General Conditions, is Sheila Hardy.

B. The Contractor's responsible officer/job superintendent is _____

EXECUTED, this the _____ day of _____, 2004, for the Contractor, _____:

EXECUTED, this the _____ day of _____, 2004, for the **CITY OF BELLINGHAM**:

Departmental Approval:

Mayor

Department Head

Attest:

Approved as to Form:

Finance Director

Office of the City Attorney

STATE OF WASHINGTON }
COUNTY OF }

I CERTIFY that I know or have satisfactory evidence that _____,
signed this instrument, on oath stated that he/she/they was/were authorized to execute the
instrument and acknowledged it as the _____ of _____
to be the free and voluntary act of such party for the uses and purposes mentioned in the
instrument.

DATED

(Seal or Stamp)

SIGNATURE OF NOTARY PUBLIC

PRINTED NAME

TITLE

MY APPOINTMENT EXPIRES

CONTRACT BOND
to the
CITY OF BELLINGHAM

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned _____

_____ as principal, and _____, a corporation organized and existing under the laws of the State of _____, as a surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of contractors with municipal corporations, as surety, are jointly and severally held and firmly bound to the CITY OF BELLINGHAM in the penal sum of \$_____ for the payment of which sum on demand we bind ourselves and our successors, heirs, administrators or personal representatives, as the case may be.

This obligation is entered into in pursuance of the statutes of the State of Washington, and the Ordinances of the CITY OF BELLINGHAM.

DATED at _____, Washington, this _____ day of _____, 2004.

Nevertheless, the conditions of the above obligation are such that:

WHEREAS, under and pursuant to Bid Award of the Bellingham City Council, the Mayor of said City has let or is about to let to the said bounded Principal, a certain contract, for the said **The Holly Street Landfill / Whatcom Creek Restoration Project** (which contract is referred to herein and is made a part hereof as though attached hereto), and

NOW, THEREFORE, if the said Principal shall faithfully perform all of the provisions of said contract in the manner and within the time therein set forth, or within such extension of time as may be granted under said contract (notice of which extension being hereby waived by the Surety), and shall pay all laborers, mechanics, subcontractors and material men, and all persons who shall supply said principal or subcontractors with provisions and supplies for the carrying on of said work, and shall hold said City harmless from any loss or damage

occasioned to any person or property by reason of any carelessness or negligence of the said principal, or any subcontractor in the performance of said work, and shall indemnify and hold the City harmless from any direct or indirect damage or expense by reason or failure of performance as specified in said contract or from defects appearing or developing in the material or workmanship provided or performed under said contract, then and in that event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

For the Surety: _____

Principal

Name

Title

Title

Address

Mayor

Attest:

Approved as to Form:

Finance Director

Office of the City Attorney

ASSIGNMENT OF FUNDS IN LIEU OF BOND

TO THE
CITY OF BELLINGHAM

THIS ASSIGNMENT is for ensuring completion and guarantee of the Assignor's construction of the **The Holly Street Landfill / Whatcom Creek Restoration Project** for the City.

The undersigned, _____, acting for _____, a _____ corporation (hereinafter the "Principal"), does hereby assign to the CITY OF BELLINGHAM all right, title and interest in funds in the amount of \$_____, deposited in account number _____, at the _____ Bank, _____ (hereinafter the "Surety"), in the name of _____.

This obligation is entered into in pursuance to the statutes of the State of Washington, and the ordinances of the CITY OF BELLINGHAM.

Nevertheless, the conditions of the above obligation are such that:

WHEREAS, the Mayor of said City has let or is about to let to the said bounded Principal, a certain contract, for the said **The Holly Street Landfill / Whatcom Creek Restoration Project** (which contract is referred to herein and is made a part hereof as though attached hereto), and

WHEREAS, the said principal has accepted, or is about to accept, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth;

NOW THEREFORE, if the said Principal shall faithfully perform all of the provisions of said contract in the manner and within the time therein set forth, or within such extension of time as may be granted under said contract, and shall pay all laborers, mechanics, subcontractors and material men, and all persons who shall supply said principal or subcontractors with provisions and supplies for the carrying on of said work, and shall hold said City harmless from any loss or damage occasioned to any person or property by reason of any carelessness or negligence on the said principal, or any subcontractor in the performance of said work, and shall indemnify and hold the City harmless from any direct or indirect damage or expense by reason of failure

of performance as specified in said contract or from defects appearing or developing in the material or workmanship provided or performed under said contract within a period of one year after its acceptance thereof by the City, then and in that event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

EXECUTED, this _____ day of _____, 2004, for the Assignor, _____
_____:

ACCEPTANCE

The undersigned warrants that he/she is authorized to execute this Assignment of Funds for the Bank; that the account named has the required funds in it; that the Bank accepts this Assignment and all the terms contained in it; and the funds will be held until either drawn down by the City in accordance with this assignment, or a release, in writing, is received from the City.

ACCEPTED, this _____ day of _____, 2004, for the _____
_____ Bank:

APPROVED, this _____ day of _____, 2004, for the **CITY OF BELLINGHAM**:

Mayor

Attest:

Finance Director

Approved as to Form:

Office of the City Attorney

RETAINAGE INVESTMENT OPTION

Contractor: _____

Project Name: The Holly Street

Landfill / Whatcom Creek

Restoration Project

Date: _____

Project Number: _____

Pursuant to RCW 60.28.010, as amended, you may exercise an option as to how retainage under this contract will be invested. Please complete and sign this form indicating your preference. If you fail to do so, the City will deposit the funds in a Guarantee Deposit account, and you will miss the benefit of any interest earned. Select one of the following options:

☐ 1. **Savings Account:** Money will be placed in an interest-bearing account. The interest will be paid to you directly, rather than kept on deposit. Please state the name of your bank. _____

☐ 2. **Escrow/Investments:** The City will deliver retainage checks to a selected bank, pursuant to an escrow agreement. The bank will then invest the funds in securities or bonds selected by you, and interest will be paid to you as it accrues.

Preferred bank: _____

Securities/bonds: _____

☐ 3. **Guarantee Deposit:** Retainage will be deposited in a manner selected by the City. No interest is payable to the Contractor.

Retainage is normally released 45 days after final acceptance of the work, or following receipt of Labor and Industries/Department of Revenue clearance, whichever date is the later. Retainage on landscaping work may be retained longer, due to its seasonal nature.

State law allows for limited early release of retainage in certain circumstances.

Contractor's Signature

Title

ESCROW AGREEMENT

TO BANK: _____ ESCROW NO.: _____

BANK'S ADDRESS: _____

AGENCY: CITY OF BELLINGHAM
210 Lottie Street, Bellingham, Washington, 98225

CONTRACT NO.: _____

PROJECT TITLE: The Holly Street Landfill / Whatcom Creek Restoration Project

The estimated completion date of contract is: _____

The undersigned, _____, herein referred to as the CONTRACTOR, has directed the CITY OF BELLINGHAM, Washington, hereinafter referred to as the AGENCY, to deliver to you its warrants which shall be payable to you and the CONTRACTOR jointly. Such warrants are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INSTRUCTIONS

1. Warrants or checks made payable to you and the CONTRACTOR jointly upon delivery to you shall be endorsed by you and forwarded for collection. The moneys will then be used by you to purchase, as directed by the CONTRACTOR, bonds or other securities chosen by the CONTRACTOR and approved by the AGENCY. Attached is a list of such bonds, or other securities approved by the AGENCY. Other bonds or securities, except stocks may be selected by the CONTRACTOR, subject to express written approval of the AGENCY. Purchase of such bonds or other securities shall be in a form which shall allow you alone to reconvert such bonds or other securities into money if you are required to do so by the AGENCY as provided in Paragraph 4 of this Escrow Agreement.
2. When and as interest on the securities held by you pursuant to this agreement accrues and is paid, you shall collect such interest and forward it to the CONTRACTOR at its address designated below unless otherwise directed by the CONTRACTOR.
3. You are not authorized to deliver to the CONTRACTOR all or any part of the securities held by you pursuant to this agreement (or any moneys derived from the sale of such securities, or the negotiation of the AGENCY'S warrants) except in accordance with written instructions from the AGENCY. Compliance with such instructions shall relieve you of any further liability related thereto.
4. In the event the AGENCY orders you to do so in writing, you shall, within thirty-five (35) days of receipt of such order, reconvert into money the securities held by you pursuant to this agreement and return such money together with any other moneys held by you hereunder, to the AGENCY.

5. The CONTRACTOR agrees to pay you as compensation for your services hereunder as follows:

Payment of all fees shall be the sole responsibility of the CONTRACTOR and shall not be deducted from any property placed with you pursuant to this agreement until and unless the AGENCY directs the release to the CONTRACTOR of the securities and moneys held hereunder whereupon you shall be granted a first lien upon such property released and shall be entitled to reimburse yourself from such property for the entire amount of your fees as provided for herein above. In the event that you are made a party to any litigation with respect to the property held by you hereunder, or in the event that the conditions of this escrow are not promptly fulfilled or that you are required to render any service not provided for in these instructions, or that there is any assignment of the interests of this escrow or any modification hereof, you shall be entitled to reasonable compensation for such extraordinary services from the CONTRACTOR and reimbursement from the CONTRACTOR for all costs and expenses, including attorney fees occasioned by such default, delay, controversy or litigation.

6. This agreement shall not be binding until executed by the CONTRACTOR and the AGENCY and accepted by you.
7. This instrument contains the entire agreement between you, the CONTRACTOR and the AGENCY with respect to this escrow and you are not a party to nor bound by any instrument or agreement other than this; you shall not be required to take notice of any default or any other matter nor be bound by nor required to give notice or demand, nor required to take any action whatever except as herein expressly provided; you shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.

The foregoing provisions shall be binding upon the assigns, successors, personal representatives and heir of the parties hereto.

_____ <i>Contractor</i>	<u>CITY OF BELLINGHAM</u> <i>Agency</i>
By: _____ _____ <i>Title</i>	By: _____ <i>Finance Director</i>
Address: _____ _____ _____	Date: _____
Date: _____	

The above escrow agreement and instructions received and accepted this _____

day of _____, 2004.

Bank Name

Authorized Officer

SECURITIES AUTHORIZED BY AGENCY

1. Bills, certificates, notes or bonds of the United States;
2. Other obligations of the United States or its agencies;
3. Obligations of any corporation wholly-owned by the government of the United States;
4. Indebtedness of the Federal National Mortgage Association; and
5. Time deposits in commercial banks.

SAVINGS ACCOUNT AGREEMENT

TO BANK:_____ SAVINGS ACCOUNT NO.:_____

BANK'S ADDRESS: _____

AGENCY: CITY OF BELLINGHAM
210 Lottie Street, Bellingham, Washington, 98225

CONTRACT NO.:_____

PROJECT TITLE: The Holly Street Landfill / Whatcom Creek Restoration Project

The estimated completion date of contract is:_____

The undersigned, _____, herein referred to as the CONTRACTOR, has directed the CITY OF BELLINGHAM, Washington, hereinafter referred to as the AGENCY, to deliver to you its warrants which shall be payable to you and the CONTRACTOR jointly. Such warrants are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INSTRUCTIONS

1. Warrants or checks made payable to you and the CONTRACTOR jointly upon delivery to you shall be endorsed by you and forwarded for collection. The moneys will then be placed by you in an interest-bearing savings account.
2. When and as interest on the savings account accrues and is paid, you shall collect such interest and forward it to the CONTRACTOR at its address designated below unless otherwise directed by the CONTRACTOR.
3. You are not authorized to deliver to the CONTRACTOR all or any part of the principal held by you pursuant to this agreement, except in accordance with written instructions from the AGENCY. Compliance with such instructions shall relieve you of any further liability related thereto.
4. The CONTRACTOR agrees to pay you as compensation for your services hereunder as follows:

Payment of all fees shall be the sole responsibility of the CONTRACTOR and shall not be deducted from any moneys placed with you pursuant to this agreement until and unless the AGENCY directs the release to the CONTRACTOR, whereupon you shall be granted a first lien upon such moneys released and shall be entitled to reimburse yourself from such moneys for the entire amount of your fees as provided for herein above. In the event that you are made a party to any litigation with respect to the moneys held by you hereunder, or in the event that the conditions of this agreement are not promptly fulfilled, or that you are required to render any service not provided for in these instructions, or that there is any assignment of the interests of this agreement, or any modification hereof, you shall be entitled to reasonable compensation for such extraordinary services for the CONTRACTOR and

reimbursement from the CONTRACTOR for all costs and expenses, including attorney fees occasioned by such default, delay, controversy or litigation.

5. This agreement shall not be binding until executed by the CONTRACTOR and the AGENCY and accepted by you.
6. This instrument contains the entire agreement between you, the CONTRACTOR and the AGENCY. You are not a party to nor bound by any instrument or agreement other than this. You shall not be required to take notice of any default or any other matter nor be bound by nor required to give notice or demand, nor required to take any action whatever except as herein expressly provided. You shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.
7. The foregoing provisions shall be binding upon the assigns, successors, personal representatives and heir of the parties hereto.

Contractor

CITY OF BELLINGHAM
Agency

By: _____

Title

By: _____
Finance Director

Address: _____

Date: _____

Date: _____

The above savings account agreement and instructions received and accepted this ____ day of _____, 2004.

Bank Name

Authorized Officer

GENERAL PROVISIONS

G-10 Specifications

The "Standard Specifications" referred to herein shall mean 2004 Standard Specifications for Road, Bridge, and Municipal Construction, and the Division One APWA Supplement. The "Standard Plans" referred to herein shall mean the Standard Plans for Road and Bridge Construction as published by the Washington State Department of Transportation. The Special Provisions herein contained shall supersede any provisions of the Standard Plans and Standard Specifications in conflict herewith.

G-15 Definitions and Terms

- A. Whenever the terms "Washington State Transportation Commission", "State Department of Transportation", or variation of same are used in the Standard Specifications; they shall be construed to mean "City of Bellingham" or "Owner".
- B. Where references are made to the "State Treasurer", the term shall be construed to mean the City's "Finance Director".
- C. Where the term "Secretary of Transportation" or "District Administrator" are used, the terms shall be construed to mean "City Engineer".

G-20 Prequalification of Bidders

Bidders shall be qualified by experience, financing, equipment, organization, and performance to do the work called for in the contract documents. The Owner reserves the right to take whatever action it deems necessary to ascertain the ability of the bidder to perform the work satisfactorily. This action will not include a prequalification procedure, but may include a pre-award survey of the bidder's qualifications. Any reference in the Standard Specifications requiring prequalification is hereby deleted.

G-25 Proposals and Bonds

Section 1-02.9 of the Standard Specifications is revised to read: Each proposal shall be sealed in a separate envelope, properly addressed to the Owner with the address indicated on the proposal form. The name and address of the bidder and the name of the project for which the bid is submitted shall be clearly written, printed or typed on the outside of the envelope.

In addition to the bid bond, the Contractor will provide a contract bond in the form made part of these contract documents. In addition to Section 1-03.4 of the Standard Specifications, the contract bond shall indemnify the City from defects appearing or developing in the material or workmanship provided or performed within a period of one year after its acceptance by the City.

Before work begins, the successful bidder must have a valid City of Bellingham Business Registration Certificate and will be subject to paying Bellingham business and occupation taxes. For additional information, call the Finance Department, 360/676-6900. Direct any bidding questions to the Purchasing Office 360/676-6870 and any technical questions to the Project Engineer 360/676-6961. When submitting a bid, use enclosed mailing label on a sealed envelope and complete TITLE, NUMBER, and OPENING DATE on the label.

G-30 Traffic Control Signs

The Contractor shall provide all traffic control and detour signs and any reference in the Standard Specifications that these signs are to be provided by the City is hereby deleted. Signing shall be in accordance with the latest adopted edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD) as Published by the U.S. Department of Transportation.

Signs shall meet the following standards:

- A. They shall conform in size, shape, color, and message with those in Part VI of the MUTCD.
- B. The use of stripes (other than the standard border) or other geometric patterns or contrasting colors on or around the sign in an attempt to make it more conspicuous shall not be permitted; however, standard fluorescent red-orange flags or yellow flashing lights may be used for added emphasis so long as they do not interfere with the sign message.
- C. All signs used shall be properly reflectorized except for parking and pedestrian prohibition signs. Reflectorization of the sign face shall be accomplished using an approved weatherproof, reflectorized sheeting. Paint impregnated with glass beads shall not be used. Where reflectorization is rendered ineffective due to extraneous light sources, the sign shall be illuminated either externally or internally. Where external illumination is used, the source shall be properly shielded to reduce glare. Street or highway lighting shall not be considered adequate for illuminating signs. All reflectorized or illuminated signs should be checked by the Contractor during the hours of darkness to insure that they are functioning properly.
- D. Signs shall be constructed from material which will not deteriorate abnormally under normal weather conditions. Sign blanks should be weatherproof plywood or non-corrosive metal. Roll-up signs fabricated from vinyl-coated nylon or vinyl-coated nylon mesh may also be used. If such signs are not reflectorized, they shall not be used at night.

G-31 Traffic Control Within and Abutting the Project

Any time the Contractor's operation is expected to disrupt the normal flow of traffic, the Contractor shall submit a traffic control plan to the Engineer for approval. As construction progresses, each traffic control plan shall be modified and re-submitted if deemed necessary by the Engineer. All signing and traffic control measures shall conform to the Manual on Uniform Traffic Control Devices as adopted by the State of

Washington. Construction shall not be allowed to commence until the traffic control plan is approved.

Streets within the project limits may be closed to traffic by the Contractor only under the following conditions:

- A. The Contractor submits a complete signing and traffic control plan to the Engineer for approval five working days prior to the desired implementation date.
- B. Approved traffic controls to be in place and operational before commencement of construction.
- C. The Contractor shall have total responsibility for the procurement, installation, and maintenance of all traffic control devices required for the duration of the contract.
- D. Arterial Streets
 - 1. Complete closure of any arterial is strictly prohibited unless otherwise noted on the plans.
 - 2. Flagging or lane closures, if allowed, shall be prohibited between the hours of 7 a.m. to 8:30 a.m., and 4:30 p.m. to 6 p.m.

All costs encountered in the maintenance of traffic, including the placement of traffic cones, construction signs, detours, etc., and traffic control within and abutting the project as specified above and in the Standard Specifications shall generally be considered incidental to construction and no compensation shall be allowed; any allowance for traffic control labor is, however, an exception.

The Contractor shall use an acceptable means of securing signs, cones, and barricades to prevent them from being wind-blown or tipped while in service. A penalty of twenty dollars (\$20.00) will be assessed for each traffic control device which is not in its proper position because of poor installation techniques or lack of maintenance by the Contractor.

G-32 Notification of Adjacent Residents and Businesses

The Contractor shall notify residents and business occupants in writing a minimum of 36 hours and a maximum of 72 hours prior to any work affecting access or service. A daily notification record shall be maintained during the life of the contract. A copy of the notification record shall be supplied to the Engineer upon request. Access interruptions shall be minimized whenever possible. Any costs associated with these requirements shall be considered incidental to other items of work.

G-35 Existing Utilities

The Contractor is cautioned that underground utilities exist in the construction area which may interfere with trench excavation. The Contractor shall make every effort to locate the utilities ahead of the excavation and shall be responsible for their maintenance and protection during his operation. The Contractor is cautioned that the locations of existing utilities which are shown on the plans are approximate.

In the event that the owners of the utilities select to relocate them, the Contractor shall schedule and coordinate his work with that of the utilities owner so as to cause a minimum of mutual interference. Any delay or rescheduling of the Contractor's work caused by the relocation of utilities shall be considered as incidental to construction and no additional compensation shall be allowed therefor. The City will not pay for supporting utilities poles during construction. Support of poles shall be considered as incidental to construction and no additional compensation shall be allowed.

Any damages incurred by utilities of the City of Bellingham due to the Contractor's work shall be repaired by the Contractor at his expense.

G-40 Hours of Work

Contractors desiring to perform contractual work on City holidays, Saturdays or Sundays; or before 7:00 a.m. or after 5:00 p.m. on other days, shall apply to the City Engineer's office in writing. The City Engineer shall determine whether such work is essential. If such work is determined to be essential, permission will be granted under the below provisions for overtime inspection.

Inspection shall be required during time the Contractor is working on the construction site. Inspection, except for overtime inspection, shall be paid by the City of Bellingham at no cost to the Contractor. In the event the Contractor schedules his work in such a way as to make overtime inspection necessary, the Contractor agrees to pay for said inspection.

All time prior to 8:00 a.m. and after 4:30 p.m. on normal working days and all time on Saturdays, Sundays, and City holidays, shall be considered overtime. Costs for overtime shall be calculated based on the Inspector's hourly wages plus benefits, plus 20 percent overhead. All overtime costs shall be deducted from any monies due the Contractor on a monthly basis.

G-45 Retainage

Retainage will be administered in accordance with RCW 60.28.010, as amended, and in accordance with the "Retainage Investment Option" form, made part of these contract documents.

G-55 Sales Tax

The 8.2% retail sales tax required to be paid by the Contractor on the contract price under Title III of the "Revenue Act of 1935" as amended, shall not be included in the price bid for the several items in the contract. Sales tax for water and sewer related items will be computed by the Engineer and paid to the Contractor on the monthly construction estimates. No Washington State Sales Tax will be paid by the City of Bellingham on street related items of work.

G-60 Handicapped

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices. Employment practices covered by these provisions include: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to Section 503 of the Rehabilitation Act of 1973.

In the event of the Contractor's noncompliance with the requirements of this affirmative action clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued under Section 503. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director of OFCCP, provided by or through the City. Such notices shall state the Contractor's obligation under the law to take affirmative action in accordance with Section 503. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the Contractor is bound by the terms of Section 503 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 503. With this inclusion in subcontracts and purchase orders, the provisions of the affirmative action clause will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of OFCCP may direct to enforce such provisions, including action for noncompliance.

G-65 Cleaning and Air Acceptance Testing

All gravity lines shall be cleaned and air tested in accordance with Section 7-17.3(4) of the Standard Specifications.

The Contractor shall furnish all facilities and personnel for conducting the tests under the observation of the Engineer.

The equipment and personnel shall be subject to the approval of the Engineer.

The Contractor may desire to make tests prior to backfilling for his own purposes. However, the acceptance tests shall be made after backfilling has been completed and compacted.

If the pipe installation fails to meet test requirements, the Contractor shall determine at his own expense the source or sources of leakage, and he shall repair (if the extent and

type of repairs proposed by the Contractor appear reasonable to the Engineer) or replace all defective materials or workmanship. The completed pipe installation shall meet the specified test requirements before being considered acceptable.

G-66 Water Main Connections or Caps

All existing water mains four inches and larger will be connected to the new water main or capped by the City Water Division. Each connection or cap will include all materials necessary to do the connection; resident notification; removal of existing tees, crosses, and valves that are made obsolete by the new main connection; and temporary restoration.

The Contractor shall prepare a sequencing plan for presentation at the project preconstruction conference. The sequencing plan shall depict each phase of water main installation, service transfers, and connections and caps including approximate dates for each. The City reserves the right to alter the sequencing plan during the meeting to reduce the impacts to property owners and to the traveling public.

The Engineer will schedule each connection or cap only after the Contractor submits a written request a minimum of 5 working days before the desired date of connection or cap. The Contractor shall schedule his work to allow the City an additional 3 working days to complete each connection or cap. If the connection cannot be made because of the Contractor's failure to perform, the Contractor shall make the required corrections and resubmit his connection or cap request.

The Contractor shall be responsible for removing temporary restoration and applying any final restoration deemed necessary by the Engineer. The Contractor shall make all necessary excavations to assure gradual transition between the new and existing water main. The new water main shall be installed to within 10 feet of the point of connection to the existing water main or as directed by the Engineer.

Restoration work will be paid at unit prices as described elsewhere in this document. All other work shall be considered incidental to other items of work and no additional payment will be made.

G-70 Disposal of Surplus Excavated Material

All excavated material deemed by the Engineer to be surplus material shall be hauled to a waste site obtained by the Contractor. If the quantity of surplus material hauled to any waste site exceeds 50 cubic yards, the Contractor shall obtain a Fill and Grading Permit from the Bellingham Planning and Economic Development Department or Whatcom County, whichever is appropriate. A copy of the permit shall be submitted to the Engineer prior to the Contractor's use of the site. Failure by the Contractor to provide a Fill and Grading Permit, where appropriate, will result in deduction of material excavation and haul costs from the City's monthly payments to the Contractor.

G-72 Stormwater Management Permit

Stormwater best management practices (BMP's) shall be used on this project to comply with the standards of Chapter 15.42 of the Bellingham Municipal Code. Information concerning BMP requirements can be obtained at the office of the Department of Public Works Engineering Division on the second floor of City Hall. The Contractor shall be responsible to obtain a Stormwater Management Permit prior to receiving notice to proceed. The permit fee shall be considered incidental to other items of work and no additional payment will be made.

G-75 City Electrical Permit

Before beginning illumination installation the Contractor shall apply and pay for an electrical permit at the Building Services counter of the City's Planning & Economic Development Department. The permit fee will be based on the cost of supplying and installing conduit, wiring, and connections for any circuit over 50 watts. Prior to construction the Contractor shall schedule a meeting with the City Electrical Inspector to discuss work notification, the construction schedule, and any other items of work deemed appropriate. The illumination system will not be activated until the Electrical Inspector approves the installation.

G-80 Illumination and/or Signal Pole Installation Certification

Prior to being given authorization to proceed the contractor shall certify in writing to the Engineer that illumination and/or signal poles will be delivered to the jobsite in a timely manner so as to allow installation within the time allowed in the contract. Failure to complete the illumination and/or signal system within the time allotted in the contract will result in assessment of liquidated damages in accordance with Section 1-08.9 of the Standard Specifications.

G-85 Other Contracts or Other Work

It is anticipated that the following work adjacent to or within the limits of this project will be performed by others during the course of this project and will require coordination of the work.

G-95 Safe Workplace

Contractor warrants that before starting the job, it will develop and furnish the City with a copy of its written Accident Prevention Program (APP) and a site specific Safety Plan, which identifies anticipated job safety hazards within the scope of its contract and for all phases of its contract and which addresses the specific means it will use to address each hazard. Contractor warrants that its APP and Safety Plan conforms to the requirements of the Washington Industrial Safety and Health Act. Contractor warrants it will ensure that its employees follow all APPs, Safety Plans and work rules. Contractor warrants that it will communicate all work rules to its employees and that it has a progressive disciplinary plan for safety or work rule violations which it consistently enforces and will continue to enforce throughout the length of this contract, no matter who discovers the violation. Contractor warrants that it will select and furnish to its employees all appropriate safety equipment and participate fully in coordination of all

safety issues among all contractors/subcontractors on the job. Contractor warrants that it will make its APP and Safety Plan available and accessible at the site to all of its employees. Contractor agrees that it will have available in its job file weekly documentation relating to Contractor's safety compliance, identification of hazards or safety violations, actions taken to correct them, disciplinary action taken and safety training undertaken. Contractor warrants that it will provide safety training on a regular basis to all workers as required by WISHA, will conduct safety inspections as required by WISHA and will report all identified hazards. Contractor warrants and agrees that it and each of its employees will comply with all rules and regulations relating to safety, including but not limited to, the WISHA regulations. Contractor agrees to undertake any abatement actions required as a result of the discovery of violations. Contractor warrants and agrees to require each subcontractor to have its own APP and site specific Safety Plan as follows:

SAFE WORKPLACE NOTICE FROM CONTRACTOR TO SUBCONTRACTOR

As a subcontractor to _____ you are required to do the following:

1. Have a written Accident Prevention Program (APP) and a site specific Safety Plan which identifies anticipated job safety hazards within the scope of your subcontract and for all phases of your subcontract, including the specific means you will use to address each hazard prior to starting the job. Your APP and Safety Plan must conform to the requirements of the Washington Industrial Safety and Health Act (WISHA). You must furnish us a copy of both the APP and the Safety Plan prior to starting the job. We will provide you with a copy of our APP, our site specific Safety Plan and our work rules prior to your starting the job.
2. Select all appropriate safety equipment required to do the job and furnish it to your workers.
3. Participate in coordination of all safety issues among all contractors on the job.
4. Make your APP and Safety Plan available and accessible to your workers at the site.
5. Abide by our work rules, which you will communicate to all of your workers. You must have a progressive disciplinary plan for safety or work rule violations which you consistently enforce, no matter who discovers the violations.
6. Provide us weekly documentation relating to your safety compliance, identification of hazards or safety violations, actions taken to correct them, disciplinary action taken and safety training undertaken.
7. Provide safety training on a regular basis to all workers as required by WISHA.
8. Conduct safety inspections as required by WISHA and report all identified hazards.